

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN  
BOARD OF PUBLIC WORKS & SAFETY  
WEST LAFAYETTE, INDIANA**

**AND  
WESSLER ENGINEERING**

**FOR**

**CHEMICAL FEED FACILITIES FOR PHOSPHORUS REMOVAL**

THIS AMENDMENT NO. 1 to existing AGREEMENT, entered into by and between the Board of Public Works & Safety, City of West Lafayette, Indiana (hereinafter named Owner) and Wessler Engineering, Inc. (hereinafter named Engineer) dated June 18, 2013:

WITNESSETH THAT

WHEREAS, the Owner wishes to proceed with Bidding of the “2014 Wastewater Treatment Plant Improvements, Area 1 - Wet-Weather Facility Improvements and Area 2 – Phosphorus Removal – Phase 1” (Project); and

WHEREAS, the Engineer provided Engineering Services to the Owner for Design of the Project, more particularly described in the Agreement; and

WHEREAS, the Engineer has expressed a willingness to continue providing Engineering Services to the Owner for Bid Phase services for the Project.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

**ARTICLE I – BASIC ENGINEERING SERVICES  
SHALL BE AMENDED AS FOLLOWS:**

**ADD the following Paragraph 3:**

**3. Bid Phase**

- A. After acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, and upon authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conference, if any.
  2. Respond to Bidder questions and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  4. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding a contract for the Work.
- B. The Bidding Phase will be considered complete upon execution of the Agreement with the Contractor or upon cessation of negotiations with prospective contractors.

**ARTICLE II - ADDITIONAL ENGINEERING SERVICES  
SHALL BE AMENDED AS FOLLOWS:**

**ADD the following:**

- U. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- V. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- W. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- X. Engineering services related to re-bidding of the entire Project or any portion of the Project due to bids exceeding the established budget, cost overruns, or other matters which are beyond the control of the Engineer.

**ARTICLE III – COMPENSATION  
SHALL BE AMENDED AS FOLLOWS:**

**ADD the following to Paragraph 1:**

Compensation for Basic Engineering Services to be provided as described in Article I.3, "Bid Phase" of this Agreement shall be on the basis of a Lump Sum Fee, including reimbursables, in the amount as follows:

|                  |                     |
|------------------|---------------------|
| <b>Bid Phase</b> | <b>\$ 24,000.00</b> |
|------------------|---------------------|